

# SUPPLEMENTAL AGREEMENT

No. 01

Contract No.: Design Build Contract ARI73

Page 1 of 2

Road No(s). SR 90 Federal Aid Project No(s). TGER-002-A

Fin. Proj. ID 434688-1

**COPY**

This supplemental agreement is entered into on \_\_\_\_\_, such supplemental agreement to be effective on the last date of execution by a party hereto, by and between THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (hereinafter referred to as "FIU") and MUNILLA CONSTRUCTION MANAGEMENT, LLC d/b/a MCM, "Contractor," and Travelers Casualty and Surety Company of America, "Surety," the same being supplementary to the Design Build Contract ARI73 by and between the parties aforesaid, dated January 14, 2016, for the construction or improvement of the road(s) and bridge(s) assigned the project number(s) shown above, in Miami-Dade County Florida.

- (1) Alternate No. 1 is a connection from the south plaza of the pedestrian bridge to the center of the FIU Modesto Maidique Campus (the "Campus") including an improved walkway and plaza areas leading to the Steve and Dorothea Green Library (Building #5). This work was submitted as an alternate in the documents of the original bid and has been modified to meet FIU's budget constraints. Alternate No. 1 includes the following work: Design, removal and disposal of existing sidewalk, construction of sandblasted sidewalks, new driveways, drainage adjustments, lighting adjustments and landscaping modifications within the FIU Campus, as further described in the plan sheets noted below.

Revised Plan Sheet Nos. attached hereto and made a part hereof as Schedule 1 of this supplemental agreement:  
HA-01, HA-02, HA-03, LA-01, LA-02, LA-03

- (2) The quantities to be paid pursuant to this supplemental agreement shall be determined as provided in the Standard Specification, Edition of 2015. The quantities so determined shall be paid at the unit prices stated on Schedule 1.

- (3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Design Build Contract ARI73, including any previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

- (4) FIU and the Contractor agree that the contract time adjustment and sum agreed to in this supplemental agreement, if any, constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in this supplemental agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this supplemental agreement.

Granted Time this Supplemental Agreement 0 Days

Net Change in Contract this Supplemental Agreement: Increase \$1,997,000.00  
No Change ☐

Decrease \$ 0.00

Approved By:

Executed By:

Munilla Construction Management, LLC d/b/a MCM

Bolton Perez & Associates Signature

Contractor Signature

(SEAL)

Printed Name: Jose E. Morales

Printed Name: \_\_\_\_\_

Title: Sr. Project Engineer / CEI Manager

Title: \_\_\_\_\_

Date: 11/17/16

Date: 11/17/16

**SUPPLEMENTAL AGREEMENT**

Executed By:

The Florida International University Board of Trustees

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FIU Attorney Signature, Legal Review

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
Surety

BY \_\_\_\_\_  
Florida Licensed Insurance Agent

Date: \_\_\_\_\_

# **SUPPLEMENTAL AGREEMENT**

## SCHEDULE 1

Revised Plan Sheet Nos. HA-01,HA-02,HA-03,LA-01,LA-02,LA-03 (See Attached)

Unit Price - LUMP SUM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FHWA APPROVAL - MAJOR AND MINOR CONSTRUCTION CHANGES**

700-010-07  
 CONSTRUCTION  
 01/03

Page 1 of 2

Fin. Proj. ID: 434688-1 F.A.P. No.: TGER-002-A S.A. No.: 01

County: Miami-Dade WPI No.: \_\_\_\_\_ Contract No.: ARI73

Original Contract Amount: \$9,388,034.00 Estimated Cost of Changes: \$51,997,000.00

Granted Time: 0 days Premium Cost<sup>1</sup>: \$ 0

Reason for Granted Time: N/A

**Description of Changes:**

Alternate No. 1 is a connection from the south plaza of the pedestrian bridge to the center of the FIU Modesto Maidique Campus (the "Campus") including an improved walkway and plaza areas leading to the Steve and Dorothea Green Library (Building #5). This work was submitted as an alternate in the documents of the original bid and has been modified to meet FIU's budget constraints. Alternate No. 1 includes the following work: Design, removal and disposal of existing sidewalk, construction of sandblasted sidewalks, new driveways, drainage adjustments, lighting adjustments and

**Reason for Changes:**

Provide a harmonized connection between the pedestrian bridge and the internal areas of FIU campus.

Work described from a Design Error or Omission: ☐ Yes ☒ No

Revised Plans Required: ☒ Yes ☐ No Revision Date: \_\_\_\_\_

Revised Plan Sheet Nos.: LA-01, LA-02, LA-03

Regulated Unit Prices:			
Item No.	Quantity	Item Description	Unit Price
SA1	1	Alternative # 1	\$1,997,000.00

FHWA Prior Verbal  
 Approval for Major  
 Changes Granted By:

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Received by: \_\_\_\_\_ Initials \_\_\_\_\_

Recommended by: [Signature] Date 5/20/07  
 District Construction Engineer

Approved: \_\_\_\_\_ FHWA Participating<sup>2</sup>: Cost \$ 0.00  
 FHWA District Transportation Engineer Date \_\_\_\_\_ Time (days): \_\_\_\_\_

All major changes in the plans or contract provisions must be approved in writing by FHWA in advance of their effective dates except that when emergency or unusual conditions justify, FHWA may give tentative advance approval orally and ratify such approval in writing as soon thereafter as practicable. Documentation of verbal approval (when applicable) is required above before submitting this form to FHWA for written approval. All minor changes shall be approved in writing by FHWA retroactively.

<sup>1</sup> Premium Cost is defined as additional cost which would not have been incurred if the work described herein had been included in the original contract.

<sup>2</sup> Attach reasons justifying FHWA participation.

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006924279

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of August, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 4th day of August, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FHWA APPROVAL - MAJOR AND MINOR CONSTRUCTION CHANGES**

700-010-47  
CONSTRUCTION  
01/03

Page 2 of 2

Description of Changes (continued):

landscaping modifications within the FIU Campus, as further described in the plan sheets noted below.

FLORIDA DEPARTMENT OF INSURANCE



CHARLES JACKSON NIELSON

A192265

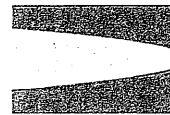
Life

Gen. Lines (Prop. & Cas. Ins.)

ISSUED: 06/21/91

705227

*CLARK*



Bolton, Perez & Associates  
Consulting Engineers  
7205 Corporate Center Dr.(Suite 201)  
Miami, Florida 33126

February 8, 2017

sent via email [bolperez@fiu.edu](mailto:bolperez@fiu.edu)

Alberto Delgado  
FIU Assistant Director Facilities Construction  
11555 S.W. 17TH Street CSC 251  
Miami, FL 33199

RE: Project: FIU City Prosperity Pedestrian Bridge  
Fin No.: 434688-1-52-01  
FAP No.: TGER-002-A  
Contract: AR173  
County: Miami-Dade  
Subject: Alternative # 1 – ENTITLEMENT ANALYSIS

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Dear Mr. Delgado:

This document is intended to summarize my recommendation for the acceptance of the proposal from the Design Build Firm to finalize the design and construct *Alternative 1* as per revised conceptual plans. *Alternative 1* is the connection from the south plaza of the pedestrian bridge to the center of the campus including an improved walkway and plaza areas leading to Green Library 05.

I. **Issue:** *Alternate 1* conceptual plans were part of the design criteria package provided to all Design Build firms before time of bid. All proposers provided prices separately for this scope. After reviewing prices and having selected the winning Design Build Firm, FIU decided, due to budget constraints, to reduce scope in order to meet budget. The Design Build Firm provided a revised scope and cost to finalize design and construction of *Alternative 1*.

II. **Entitlement:** FIU is in agreement with the proposed reduced scope and cost from *Alternate 1* which includes the removal and disposal of existing sidewalk, construction of sandblasted sidewalks, new driveways, drainage adjustments, lighting adjustments and landscaping modifications within FIU campus. The Contractor is being directed to perform the work as per reduced scope; therefore, the Contractor is entitled to 100% of the negotiated amount.

III. **Time Impact:** As part of the original agreement for *Alternative 1* no additional time will be granted; therefore, the scope under *Alternative 1* will not have any time impact on the project.

IV. **Premium Cost:** Premium cost will not be assigned to this item because it was part of the original bidding submittal.

V. **Engineer's Estimate:** The Contractor's reduction in price was reviewed and accepted based on a comparison made with FDOT State Wide Average Unit Prices on the major items of work. Our analysis was only based on the estimates made on the credit of \$232,818 for *Alternative 1* provided by the Design Build Firm. See Supplemental Agreement No 1 for details. Contractor confirmed they would not be seeking any time extension to complete the additional work.

Sincerely,



Jose E. Morales, P.E.  
Sr. Project Engineer

cc: John Cal (FIU), Alfredo Reyna (FDOT), Project File





September 8, 2016

Log No. FIU003

Alberto Delgado  
Florida International University  
11555 SW 17 ST CSC 251  
Miami, FL 33199

E-MAILED

University City Pedestrian Bridge • Contract # BT-904/ARI-73 • Federal Project ID 434688-1-58-01 • MCM # 2015-711

RE: Design Build Proposal - Additive Alternate #1 - Revised Proposal

Dear Mr. Delgado,

As a follow up to our previous correspondence, and our meeting of 25Aug16, attached please find cost breakdown detailing the applicable credits as a result of MCM and its designer FIGG/Miller Legg refined design as conveyed under MCM Letter No. FIU002.

The items being credited, which are listed below for your ease reference, are essentially elements of the original concept drawings modified by design refinements our team initiated to reduce the cost of Additive Alternate No. 1 by approximately \$230,000.00.

- Concrete Pavers
- 4" Concrete w/Sandblast Finish
- Keystone Pavers
- Elevated Boardwalk
- Site Lighting
- Landscape

Also discussed during our 25Aug16 meeting, we were advised that FIU is in the process of acquiring additional funds to promote supplementary fitness health enhancements within the campus and these enhancements may connect into and possibly overlap the proposed scope of work within Alternate 1. From this discussion we understand that this work program and its funding is in its early stages. However, we believe the design process of Alternate No. 1 scope must proceed to maintain our project schedule. Therefore, it is our recommendation to FIU to include the proposed Alternate No. 1 to our Contract as presented herein to advance design work and assure timely coordination of the south plaza connection to the main campus and enable design coordination with Miller Legg for the fitness health enhancements to avoid duplication and potentially "throw away" work.

We respectfully request FIU expedite the review of the enclosed revised Alternate No. 1 pricing for inclusion into our Contract. We are available at your convenience to answer any questions or provide additional information, if deem necessary.

Sincerely,  
MCM

Rodrigo Isaza  
Senior Project Manager

Encl: MCM COR#001-rev01 (15 pgs)

cc: John Cal, FIU  
Robert Griffin, FIU  
Robert T. Murphy, P.E., MCM  
Juan Munilla, MCM  
Jorge Munilla, MCM  
File

CCC1513004

BUILDING EXCELLENCE

6201 SW 70TH STREET 2nd FLOOR MIAMI, FL 33143  
PHONE: 305.541.0000 www.mcm-us.com FAX: 305.541.0771

Exhibit



## CHANGE ORDER REQUEST

DATE: 9-Sep-16

COR #: 001 - rev01

Ref. NPC #: N/A

Ref. FIU CO #: TBD

PROJECT: University City Prosperity Project Infrastructure Improvements  
MCM # 15-711 - Federal Project ID: 434688-1-58-01 - Contract # ARI73

TO: Alberto Delgado  
Florida International University  
11555 SW 17 ST CSC 251  
Miami, FL 33199

RE: Design Build Proposal - Additive Alternate #1  
Request for Equitable Adjustment - REA

### DESCRIPTION:

Following MCM's original proposal for the project, which included Additive Alternate No. 1, and our discussions during the 25Aug16 meeting, attached please find cost breakdown detailing the applicable credits as a result of MCM and its designer FIGG/Miller Legg refined design as conveyed under MCM Letter Log No. FIU002, inclusive of revised conceptual plans.

Due to the time constraints, it is expressly agreed this Change Order Proposal is limited to the work described herein, and does not include any other work not listed in the COR nor any amounts for additional changes in the sequence of work, delays, disruptions, extended home or field office overhead, acceleration, unforeseen conditions, overtime and/or time impact costs. MCM hereby reserves the right to make any additional claims for any and all of those related items MCM might have omitted due to the time constraints and complexity of this revision. MCM expressly reserves the right to claim additional time for this Change Order Proposal and pertinent compensation therefore.

### LABOR

(see attached documents)

MCM 17.5% on the above \$ -

### MATERIALS & SUPPLIES

(see attached documents)

MCM 17.5% on the above \$ -

### EQUIPMENT

(see attached documents)

MCM 17.5% on the above \$ -

Subtotal \$ -

### SUBCONTRACTS

(see attached documents)

MCM 10% on initial \$50,000.00 Subs \$ 1,997,000.00

MCM 5% on Subs \$ -

Subtotal \$ 1,997,000.00

Bond & Insurance ( 0% ) \$ -

Direct Costs Subtotal \$ 1,997,000.00

### EXTENDED OVERHEAD

Below please find a projection of days anticipated to perform the above noted work. MCM reserves its rights to address any real cost/time associated with the additional time required (below noted), at a later

UNIT QTY. U. COST  
\$ -

### IN CONTRACT PAY ITEMS:

PAY ITEM	DESCRIPTION	UNIT	QTY.	U. COST	SUB. TOT
				\$	-
				\$	-
				Subtotal \$	-

TOTAL: \$ 1,997,000.00

TOTAL OF THIS CHANGE ORDER REQUEST ADD ☐ DEDUCT ☐ TBD ☐ \$ 1,997,000.00

The Contract Time will be revised to reflect ADD ☐ DEDUCT ☐ TBD ☐ Days

MCM	Rodrigo Isaza	Sr. Project Manager	9-Sep-16
General Contractor	Name	Title	Date
		Signature	

Having received the above, I hereby certify that to the best of my knowledge and belief, the cost or pricing data submitted reflects adequate values and that Contractor is entitled to payment and time extension as noted above.

FIU	Alberto Delgado	Project Manager	
Owner	Name	Title	Date
		Signature	



## SUBCONTRACTOR COST ANALYSIS

This constitutes the support for the Direct Cost on this Change Order Request

DATE: 9-Sep-16

COR #: 001 - rev01

PROJECT: University City Prosperity Project Infrastructure Improvements  
MCM # 15-711 - Federal Project ID: 434688-1-58-01 - Contract # ARI73

RE: Design Build Proposal - Additive Alternate #1  
Request for Equitable Adjustment - REA

\*\* The costs reflected below are subject to change. MCM Reserves the right to review, revise and notify the Owner accordingly.

### SUBCONTRACTS

ITEM	DESCRIPTION	UNIT	QTY	U.COST	SUB. TOT
1	Based Bid Alternate #1				
2	Concrete Pavers	LS	1.00	\$ 2,229,818.00	\$ 2,229,818.00
3	4" Concrete w/sandblast finish	LS	1.00	\$ (18,818.00)	\$ (18,818.00)
4	Keystone Pavers	LS	1.00	\$ 56,000.00	\$ 56,000.00
5	Elevated Boardwalk	LS	1.00	\$ (85,000.00)	\$ (85,000.00)
6	Site Lighting	LS	1.00	\$ (95,000.00)	\$ (95,000.00)
7	Landscape	LS	1.00	\$ (40,000.00)	\$ (40,000.00)
			1.00	\$ (50,000.00)	\$ (50,000.00)
				<b>SubTotal=</b>	<b>\$1,997,000.00</b>



July 12, 2016

Log No. FIU002

Alberto Delgado  
Florida International University  
11555 SW 17 ST CSC 251  
Miami, FL 33199

E-Mailed – Hand delivered  
delgadoa@fiu.edu

University City Pedestrian Bridge • Contract # BT-904/ARI 73 • Federal Project ID 434688-1-58-01  
MCM # 2015-711

RE: Additive Alternate #1 - Revised Plans and Proposal

Dear Mr. Delgado,

As you know, MCM's original proposal for the project, which was the only responsive proposal submitted for this great project provided a design for the Alternate 1 work desired by FIU but the proposal for this work was not within the maximum budget constraints set in the RFP. However, as we are well aware, the work proposed for Alternate 1 is the connection from the south plaza of the pedestrian bridge into the center of the campus including a much improved walkway and plaza areas through to the Library. It is our understanding that this work is a key element to the functional and efficient movement for what will be a significant increase in pedestrians accessing the campus from the pedestrian bridge. Without Alternate 1 work, pedestrians using the bridge and south plaza will be funneled into a narrow sidewalk along the east side of PG 4.

With this essential element in mind, MCM and its designer Figg with Miller Legg, have made multiple refinements to the Alternate 1 plans over the past few months to arrive at a functional and affordable design. We have enclosed herewith our revised plans for review and consideration.

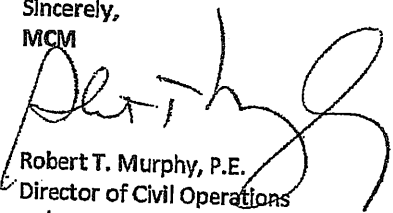
Some key elements of the refined design include:

- Maximizing the use of existing landscape
- Minimizing "throw away" by incorporating recent improvements made on campus
- Using existing light poles and foundations where possible, replacing existing fixtures with LED fixtures
- Relocating existing lights with new foundations and replacing fixtures with LED fixtures
- Expanding the use of cost effective and low maintenance finishes
- Maintaining walkway and access capacities anticipated in the concept plans.

Our Lump Sum Proposal for the design and construction of revised Alternate 1 is \$1,997,000.

We are pleased to provide these revised design plans (enclosed) and proposal to complete the essential connection from the future iconic pedestrian bridge to the campus. We look forward to your review, acceptance and incorporation into our current Contract. MCM-Figg remain available at your convenience to meet and address any concerns, questions or need for additional information related to design and or construction of Alternate 1.

Sincerely,  
MCM

  
Robert T. Murphy, P.E.  
Director of Civil Operations

enclosures

cc: John Cal, FIU  
Juan Munilla, MCM  
Rodrigo Isaza, MCM

Robert Griffith, FIU  
Stuart Grant, FIU  
Christopher Bacallao, P.E., MCM

CGC1513804

BUILDING EXCELLENCE

6201 SW 70TH STREET 2nd FLOOR MIAMI, FL 33143  
PHONE 305.541.0000 www.mcm-us.com FAX 305.541.9771

E971301

**DESIGN – BUILD PROPOSAL  
OF**

Munilla Construction Management, LLC d/b/a MCM

(Proposer's Firm Name) (Prequalified Name, if Applicable)

6201 SW 70 Street Miami, FL 33143

(Proposing Firm's Physical Address - City - State - Zip)

F.E.I.D. No. 59-2373403

Telephone No. 305-541-0000

FAX No. 305-541-9771

Email Address kjackson@mcm-us.com

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s), or building(s)

University City Prosperity Project Infrastructure Improvements

In Miami-Dade County and known as Federal Aid Project No.: TGER-002-A

Contract No. ARI 73

Financial Project No(s): FM No. 434688-1

**TO FLORIDA INTERNATIONAL UNIVERSITY:**

Submitted Date: 10/28/2015

Date Bids Due: 10/28/2015

The Proposer, hereby declares that no person or persons, firm or corporation, other than the Proposer, are interested in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Request for Proposal, Proposal forms, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, and that we will fully complete all necessary design and construction work in accordance with the documents herein stated, and the requirements under them of the Engineer, within the time limit specified in this Proposal.

Was an addendum issued on this project?

☒ Yes

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.

Addendum No.	Dated	Addendum No.	Dated
1	October 9, 2014	7	July 20, 2015
2	October 23, 2014	8	July 22, 2015
3	November 6, 2014	9	August 4, 2015
4	May 14, 2015	10	September 17, 2015
5	June 11, 2015	11	October 8, 2015
6	July 8, 2015		

Job No(s).

The Proposer agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within 916 calendar days, excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than calendar days. The Proposer further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the contract price of the work.

The Proposer agrees to bear the full cost of maintaining all work until final acceptance, as provided in the contract.

A bid guaranty of five percent (5%) of the bid, payable to the Florida International University, must accompany this proposal. The guaranty amount shall include all bid items. If this proposal is accepted and the Proposer fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the University; otherwise, said guaranty is to be returned to the Proposer upon delivery of a satisfactory bond.

Florida International University officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the University. By submitting a response, the Proposer warrants that Proposer has not employed or retained any person or entity, other than a bona fide employee working solely for the Proposer, to solicit or secure any award or Contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a Contract with FIU, Successful Proposer warrants that the Successful Proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Successful Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract, except as provided herein. In the event Successful Proposer's breach or violation of this warranty, FIU has the right to annul any Contract with such Successful Proposer resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Proposer under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to FIU under such Contract, at law or in equity.

The Proposer, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Proposer agrees to indemnify, defend and save harmless, Florida International University against any cost, damage, or expense which it may incur or be caused by any error in the Proposer's preparation of same.

By signing and submitting this proposal, the Proposer certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Proposer hereby certifies and obligates its firm as "Principal (Proposer)" to the attached Bid and Proposal Bond, as if and to the same effect as if the Proposer had affixed its signature thereon.

Section 287.134(a), Florida Statutes requires: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not

be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Proposer must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below. The cost of compliance shall be included in Base Bid and Alternate Bids as applicable.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	Drainage Pipe	LF	200	\$2.00	\$400.00
B.					
C.					
D.					
E.					

(ATTACH SEPARATE SHEET IF NECESSARY) TOTAL \$ \$400.00

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Section 553.63(1)(a), 553.63(1)(b), 553.63(1)(c), Florida Statutes.

The undersigned Proposer, having visited the site of the proposed Project and having become familiar with the local conditions, nature and extent of the Work, and having examined carefully the Drawings, Design Criteria, FHWA 1273, FDOT Standard Specifications, General Specifications, Special Provisions, FIU Building Standards and all other documents, forms and requirements listed in the Request for Proposals and/or on the FIU Web Page for this Project, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of the Project and if awarded the Contract, to complete said Work within the time limits specified for the following bid price:

Base Bid Nine Million, Three Hundred Eighty-Eight Thousand, Thirty Four Dollars  
(\$ 9,388,034.00 )

With the foregoing as Base Bid, the following costs of alternate proposals are submitted in accordance with the Drawings and other requirements. All alternates must be quoted and all quotations will be considered as additive to the Base Bid.

**Additive Alternate No. 1**

Extension of the "Complete Streets" work into the FIU Campus from the Norther Boundary for Additive Alternate 1 shown on Sheet 13 of the Request for Proposal Conceptual Plans Drawings issued 09/2015 – generally from the northeast corner of FIU Parking Garage Number 4, South and westward ending near the Green Library.

\$ 2,229,818.00

**Additive Alternate No. 2**

**DELETED BY ADDENDUM 4 – May 14, 2015**

Advanced Intermodal Multimodal Station (AIMS) Platform work on the FIU Campus according to the limits indicated on the Request for Proposal Drawings – generally located on the north side of FIU Parking Garage Number 6.

\$ \_\_\_\_\_

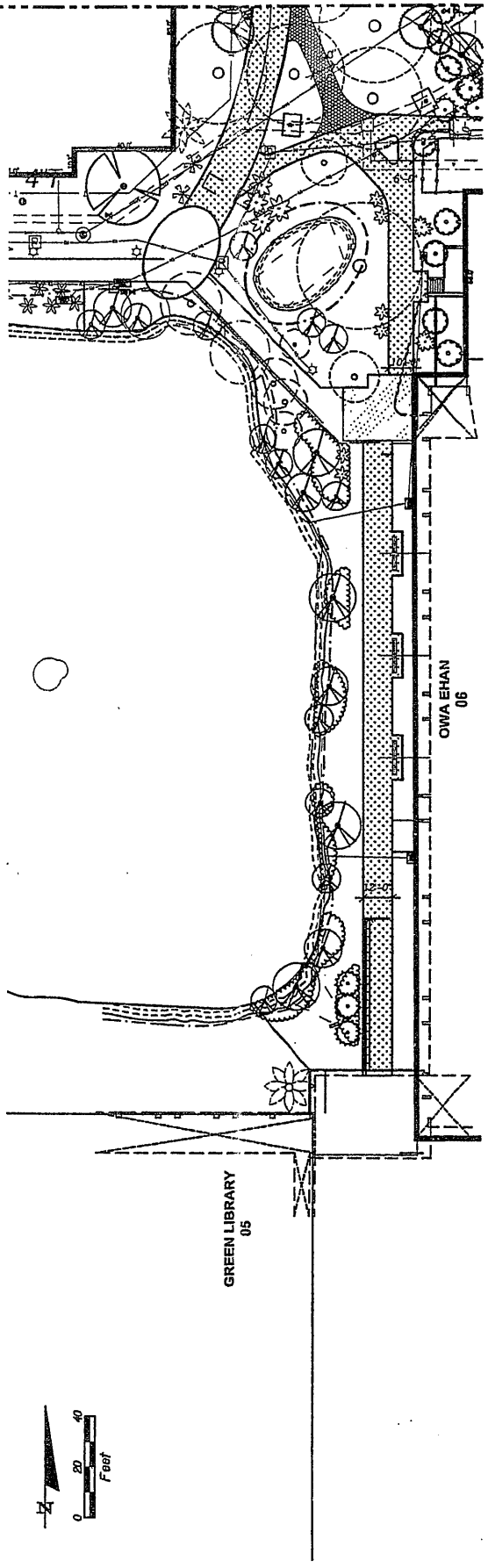
The Proposer hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Proposer further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential Proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.



FOR CONTINUATION REFER TO SHEET LH-03

HARDSCAPE LEGEND - FIU			
PAVEMENT			
			4" Concrete walk with sandblasted finish. Color: Standard - To be determined by Owner.
			**Regular gray concrete / 18" wide perimeter concrete pavement bands with tooled scoring (eaw cut will not be acceptable)
			Concrete Pavement Pathway, 8 foot wide, with Required Root Bridging to protect existing mature trees. Supervision of installation of Root Bridging shall be performed by a Certified Arborist.
<b>** NOTE: For concrete pavement structure and specifications and design criteria, refer to Eng. drawings.</b>			



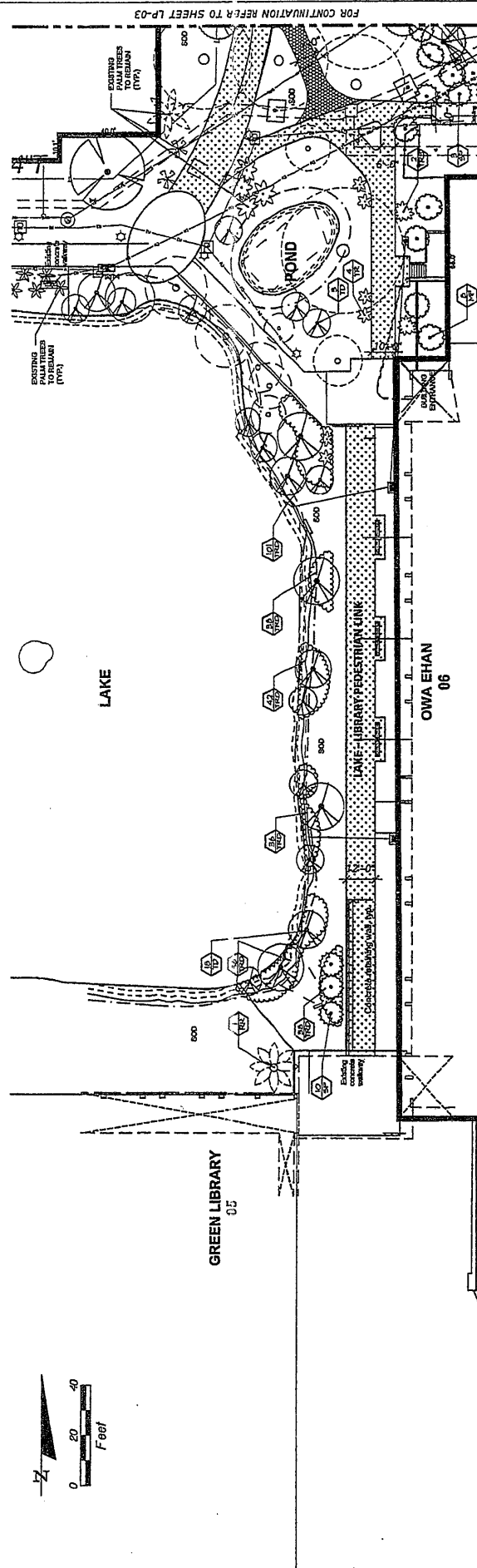
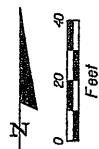
DATE		BY		DESCRIPTION		REVISIONS		DATE		BY		DESCRIPTION	
<b>MILLER LEGG</b> South Florida Office: 180 North Douglas Road, Suite 200 Pompano Beach, Florida 33062-6000 Tel: 954-781-1100 Fax: 954-781-1101 www.millerlegg.com				<b>FIU</b> FLORIDA INTERNATIONAL UNIVERSITY DESIGN AND CONSTRUCTION PROJECT NAME PROJECT NO. COUNTY H/AMT-D/DE BT-004				HARDSCAPE PLAN UNIVERSITY CITY PROSPERITY PROJECT SHEET NO. HP-01					





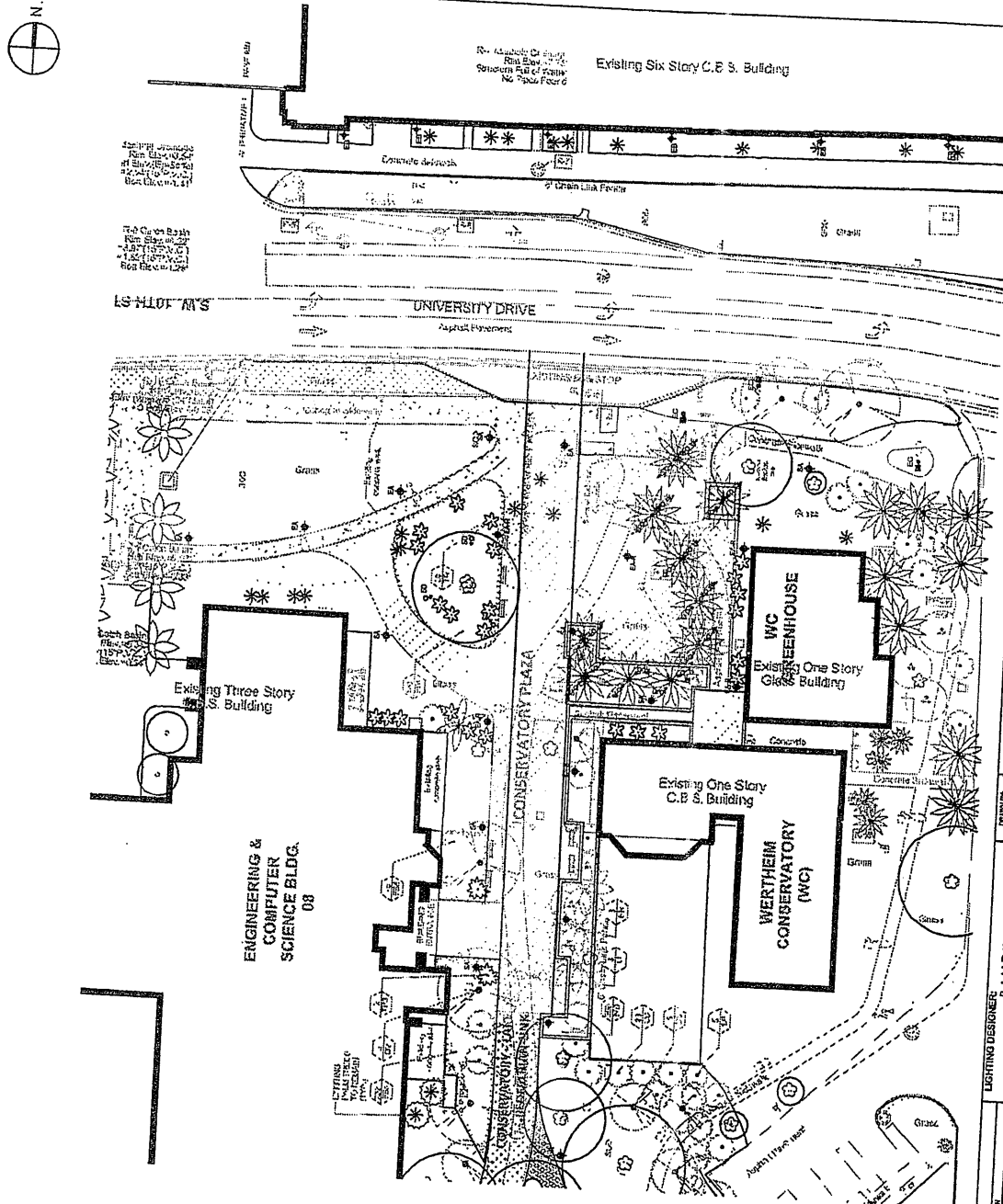
NAME	SEX	HT	WEIGHT (kg)	FEEDING	MOCK	WATER	POUNDS
1	♂	24	24	3 cal., 12" h. x 4" sp.	Yes	Low	5" c.t.
2	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
3	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
4	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
5	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
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7	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
8	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
9	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
10	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
11	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
12	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
13	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
14	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
15	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
16	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
17	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
18	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
19	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
20	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
21	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
22	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
23	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
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29	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
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31	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
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37	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
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52	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
53	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
54	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
55	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
56	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
57	♂	24	24	12" h. x 4" sp.	Yes	Low	5" c.t.
58	♂	24	24				

TEST	IN	REFERENCE	SOURCE	REFERENCE	NOTE
Soil	TD	cf. Roelofs and in and exposed		Co. $\text{Fe}$ .	Refer to Synthesis no 371 layer
Midch	TD	cf. Midch Melanos Spindell / Studied Melanos	Wen	SF	
Soil	TD	cf. SH Asphingomonas	Wen	Sol	Soil Feeds
Soil	TD	cf. Soil Cell in Shrubland Soil		Co. $\text{Fe}$ .	Refer to Synthesis no 371 layer

[illegible]



**NOTE:**  
ALL FIXTURES THIS PAGE TO BE BID AS AN  
ADD ALTERNATE



**FIXTURE SYMBOL LEGEND**

SA	EXISTING UNIVERSITY STANDARD PEDESTRIAN LUMINAIRE
SB	NEW UNIVERSITY STANDARD PEDESTRIAN LUMINAIRE
SC	NEW BUILDING MOUNTED AREA LIGHT AT EXISTING LOCATIONS
SE	EXISTING POLE MOUNTED, CUT-OFF AREA LIGHT

NO.	DATE	DESCRIPTION

**LIGHTING DESIGNER**  
ANDY  
BRIAN  
LIGHTING  
DESIGN  
809 E. Lockwood Ave., Suite 201  
St. Louis, Missouri 63119

DESIGNED BY: RF	CHECKED BY: RK	DATE: 08/11/11
PROJECT NO: BT-004	COUNTY: MAHARAJA	PROJECT ID: BT-004

PROJECT TITLE: UNIVERSITY CITY PROSPERITY PROJECT

**SITE LIGHTING PLAN**

UNIVERSITY CITY PROSPERITY PROJECT

NOTE:  
ALL FIXTURES THIS PAGE TO BE BID AS AN  
ADD ALTERNATE



- FIXTURE SYMBOL LEGEND**
- EX + EXISTING UNIVERSITY STANDARD PEDESTRIAN LUMINAIRE
  - EX - NEW UNIVERSITY STANDARD PEDESTRIAN LUMINAIRE
  - EX + NEW BUILDING MOUNTED AREA LIGHT AT EXISTING LOCATIONS
  - EX - EXISTING POLE MOUNTED, CUT-OFF AREA LIGHT

